



**Santa Barbara Metropolitan Transit District**  
**REQUEST FOR QUALIFICATIONS**  
**MOBILE ON TIME PERFORMANCE SYSTEM SOLUTION**

**1. General**

The Santa Barbara Metropolitan Transit District (MTD) is a public transit operator located in Santa Barbara, California. MTD employs approximately 180 persons, and nearly 150 of these are members of Teamsters Local 186. MTD is soliciting, via this Request for Quotes (RFQ), a Contractor to develop a mobile on time performance system.

MTD's service consists of 27 routes, over 800 bus stops and 75 buses in operation during the peak period. MTD is interested in acquiring a solution that will allow it to verify on-time schedule adherence. A minimum of 6 mobile devices and a back-end management reporting system is required.

MTD has budgeted twenty five thousand dollars (\$25,000) for this project. Contractor will be required to design and develop all hardware and software required to complete the project.

**2. Project Description: Statement of Work**

MTD is interested in obtaining a Contractor who will respond favorably to the following performance objectives.

a. Research & Assessment

Contractor shall have the experience and necessary education to research and assess the issues relating to all aspects of MTD's on-time performance system requirements.

b. Design and Development

Contractor shall possess the expertise to design and develop equipment and software required to complete the project. Contractor shall develop reporting systems to allow MTD staff to export and print related information. Report format and content will be developed cooperatively with MTD staff.

c. Program Evaluation

Contractor shall assist MTD in performing quality assurance test to evaluate the reliability and accuracy of the solution.

d. Availability of Personnel

Contractor shall assign a project manager to MTD every business day throughout the term of the contract period. The project manager should be available to answer questions and to ensure milestones are met.

e. Training & Professional Services

Contractor shall provide special on-site training services as requested to MTD personnel to ensure that MTD staff can effectively carry out the procedures required for a successful program.

At MTD's request, Contractor shall attend a minimum of two regularly scheduled Board of Directors meetings to report on the general state of the program.

Contractor shall participate in on-site meetings with MTD staff as deemed necessary by MTD.

### **3. Requested Information and Format**

In order to facilitate comparative analysis, the response shall be organized in the following manner and shall not exceed 10 pages in total.

a. Transmittal Letter

The transmittal letter should be signed by an official authorized to solicit business and enter into contracts for the firm. The letter shall provide the following: name, title, address, telephone number, fax, and e-mail address of individuals with the authority to negotiate and contractually bind the company.

b. Quote

The proposer(s) shall provide a detailed quote providing unit costs, labor and applicable taxes. This section should include items that reflect Contractor's expertise with the required tasks and may extend beyond the requirements outlined in this RFQ.

c. Firm Qualifications and Information

Please provide the following:

- A. Proof of insurance.
- B. Client references.

- C. Overview of organization including office locations, and note the office that would serve MTD.
- D. Resumes of key staff that would be assigned to MTD account, including associated certifications, and description of staffing plan.
- E. A statement of what distinguishes your company's approach from others.
- F. Other pertinent information regarding your organization.

d. Insurance Requirements

The proposal must include the name of Contractor's insurance carrier, the policy coverages and limits, and expiration dates. The successful Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by Contractor, his/her agents, representatives, employees, or subcontractors.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

- 1) Workers' Compensation insurance as required by the Labor Code of the State of California and Employer's Liability insurance.

B. Minimum Limits of Insurance

Contractor shall maintain limits no less than:

- 1) Automobile Liability. At statutory limits per accident for bodily injury and property damage. If Automobile Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to IC or the general aggregate limit shall be twice the required occurrence limit. Such insurance shall include MTD, its officers, agents, and employees as additional insureds. Such insurance shall provide thirty (30) days notice of intent to cancel or non-renewal to MTD. Such insurance shall be subject to a deductible or self-insured retention of no greater than \$10,000 (ten thousand dollars). Upon execution of this AGREEMENT, IC shall provide MTD with a certificate of insurance evidencing that such automobile liability insurance has been obtained and is in full force and effect. In addition to the certificate of insurance and upon request by MTD, IC shall provide to MTD a certified copy of the insurance policy or policies.

2) Workers' Compensation and Employer's Liability. Workers' Compensation limits as required by the Labor Code of the State of California and Employer's Liability limits of \$500,000 per accident. Upon execution of this AGREEMENT and upon renewal of such coverage, IC shall provide MTD with a certificate of insurance evidencing that such Workers' Compensation and Employer's Liability insurance has been obtained and is in full force and effect. In addition to the certificate of insurance and upon request by MTD, IC shall provide to MTD a certified copy of the insurance policy or policies.

C. Acceptability of Insurers.

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII. In any case where Contractor has chosen a self-insured retention (SIR) or deductible of more than \$1,000, MTD reserves the right to request proof of financial ability to cover the SIR.

D. Verification of Coverage

Contractor shall furnish MTD with an original certificate and amendatory endorsements affecting required coverage. The endorsements should be on forms provided by MTD, or on other than MTD forms, provided those endorsements or policies conform to the requirements stated in this clause. All certificates and endorsements are required to be received and approved by MTD before work commences. MTD reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting coverage required by these specifications at any time.

All insurance documents are to be sent to:

Jerry Estrada,  
Assistant General Manager/Controller  
Santa Barbara Metropolitan Transit District  
550 Olive Street, Santa Barbara, CA 93101

E. Subcontractors

Contractor shall include all subcontractors as insureds under its policies or shall furnish certificate and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the provisions stated herein.

#### **4. Selection**

The selection criteria to be used to select the successful bidder will include, but is not limited to, the following:

1. Established record of consistent professional service and reputation within the industry.
2. High-quality references from public entities, particularly full service municipalities.
3. Experience in transit matters in particular automated vehicle location and geographic information systems.
4. Price.

## **5. Submittal**

Responses must be received by the MTD by 2:00 P.M. on November 29, 2006. Responses not received by that date and time will not be considered.

Please submit responses to:

Jerry Estrada  
Assistant General Manager/Controller  
Santa Barbara Metropolitan Transit District  
550 Olive Street, Santa Barbara, CA 93101  
Phone: (805) 963-3364, Fax: (805) 962-4794

## **6. Review and Selection Schedule**

Issue RFQ:	November 1, 2006
Pre-Bid Conference:	November 8, 2006, 2:00 P.M. 550 Olive Street, Santa Barbara, CA 93101
Written Comments:	November 10, 2006, 2:00 P.M. 550 Olive Street, Santa Barbara, CA 93101
MTD Response:	November 14, 2006
Responses Due:	November 29, 2006, 2:00 P.M. 550 Olive Street, Santa Barbara, CA 93101

## **7. Terms of Engagement**

Upon execution of a contract services will be performed by Contractor until the project is accepted by MTD.

Services shall be billed on a milestone basis as outlined in the agreement. The milestones figures shall be inclusive of labor, report preparation, printing, and all other expenses incurred by the Contractor. Milestones shall be proposed by Contractor but are subject to MTD approval. Contractor incurred travel related costs shall not be reimbursed by the MTD for meetings and/or site visits.

Payments will be made in arrears. MTD shall reimburse the Contractor within 30 days of receipt of an acceptable invoice, which detail the expenses and the period for which payment is requested.

All working papers and reports must be retained, at the Contractor's expense, for a minimum of three years after the last year of the contract, unless the Contractor is notified in writing by the MTD of the need to extend the retention period. The Contractor will be required to make working paper available upon request.

In addition, the Contractor shall respond to the reasonable inquiries of successor Contractors and allow successor Contractors to review working papers relating to matters of continuing electric vehicle program significance.

## **8. Other**

This RFQ does not obligate the MTD to award a contract and may be withdrawn by the MTD for any reason. The MTD expressly reserves the right to reject any and all responses or to waive any irregularity in any response. The MTD will not pay any cost incurred in the preparation of a response. The MTD reserves the right to modify the review and selection schedule described above.

## **9. CERTIFICATIONS (CONTRACTOR SHALL PROVIDE SIGNED COPIES OF THE following)**

Assurance of Compliance with Worker's Compensation Insurance Requirements (attached);

Business license

## **10. Termination**

MTD may terminate this agreement at any time by giving the Contractor not less than thirty (30) days prior written notice of such termination.

## **11. Interest Of Employees**

No member officer or employee of MTD, during his/her tenure or for one (1) year thereafter, shall have any interest, direct or indirect, in this Contract or the proceeds thereof. To each party's knowledge, no Commissioner, officer, or employee of MTD has any interest, whether contractual, non-contractual, financial or otherwise, in this transaction, or in the business of the contracting party other than MTD, and if any such interest comes to the knowledge of either party at any time, a full and complete disclosure of all such information will be made in writing to the other party or parties, even if such interest would not be considered a conflict of interest under Article 4 (commencing with Section 1090) or Article 4.6 (commencing with Section 1120) of Division 4 of Title 1 of the Government Code of the State of California.

## **12. Equal Employment Opportunity**

In connection with the execution of this Contract, the Contractor shall not discriminate against any employee or applicant for employment because of age, religion, color, sex, national origin, marital status, or any handicap not limiting the ability of the person to perform the job contemplated. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, sexual orientation, national origin, marital status, or any disability not limiting the ability of the person to perform the job contemplated. Such actions shall include, but not be limited to the following: Employment, up-grading, demotion, or transfer; recruitment, or recruitment advertising; layoff, or termination; rates of pay, or other forms of compensation; and selection for training, including apprenticeship. Such shall be in compliance with Executive Order 11246 amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR, Part 60). Furthermore, in connection with the execution of this Contract, the Contractor must comply with all aspects of the federal Immigration and Naturalization Act of 1986.

## **13. Workers Compensation Insurance**

As required by Section 1860 of the California Labor Code (Chapter 1000, Statutes of 1965), the Contractor shall secure the payment of Worker's Compensation to its employees in accordance with the provisions of Section 3700 of the California Labor Code and shall furnish MTD with a certificate evidencing such coverage.

## **14. Audit And Inspection**

The Contractor shall permit the authorized representatives of MTD, the U.S. Department of Transportation and the Controller General of the United States to inspect and audit all data and records of the Contractor relating to its performance under this Contract. The Contractor also shall agree to maintain all required records relating to this project for at least three (3) years after MTD makes final payment and all other pending matters are closed.

## **15. Subcontractor Approval**

Unless prior written consent from MTD is obtained, only those Subcontractors whose names appear in proposer's quotation shall be used in the performance of this Contract.

## **16. Ownership of Reports and Documents**

Originals of all documents pertaining to the work performed under this agreement shall become the property of MTD. Copies may be made for the Contractor's records but shall not be furnished to others without prior written authorization from MTD.

## **17. Assignment**

Neither MTD nor Contractor shall assign its interest in this agreement without prior consent of the other party.

## **18. Debarred Proposers**

The Contractor, including any of its officers or holders of a controlling interest, is obligated to inform MTD by certificate whether or not it is or has been on any list maintained by the United States Government as a Contractor who has been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any Federal contracts. Should the Contractor be included on such a list during the performance of this project, it shall so inform MTD.

## **19. PROTESTS**

Any protests by an interested party regarding this procurement shall be made in accordance with applicable law and the procedures noted below. Failure to comply with the protest procedures will render a protest untimely and/or inadequate and shall result in its rejection.

The following protest procedures shall be employed for this procurement. For the purposes of these procedures "days" shall mean MTD working days.

Protests of MTD procurements filed by firms or individuals shall be considered in two general categories: those directed to solicitation documents issued by MTD, and protests concerning any other aspect of the procurement process.

### **PROTESTS CONCERNING MTD PROCUREMENT SOLICITATION DOCUMENTS**

MTD shall employ the following procedures for all protests concerning solicitation documents issued in connection with this federally assisted procurement:

1. Firms or individuals wishing to protest MTD solicitation documents must do so within five (5) working days after the Pre-Bid Conference for the subject procurement has been held by MTD. In the case of procurements for which no such conference is held, such protests must be received no later than twenty (20) days after the date of their issuance by MTD.
2. All protests must be submitted in writing and shall clearly specify the facts surrounding the alleged grounds for protest. Such protests must be addressed to the Sherrie Fisher, General Manager at 550 East Cota Street, Santa Barbara, CA 93103.
3. The General Manager or his/her designated representative may attempt to resolve the protest with the affected parties. If the General Manager elects not to attempt such resolution, or if no resolution is achieved, the General



Manager shall make a recommendation concerning disposition of the protest to the MTD Board of Directors (Board). For these purposes, "resolution" shall mean the formal withdrawal of a protest by the originating party, or a written acknowledgment of protest resolution executed by MTD and the protesting party.

4. The Board shall formally consider solicitation document protests at a public meeting within ten (10) days after the date upon which such protests must be received by MTD. Protesting parties shall be notified in writing of the date on which their matters shall be considered by the Board at which time such parties shall be afforded an opportunity to present their case.

5. The Board shall then make a formal decision on such protests at their public meeting. The decision of the Board, along with a formal record of the protest, shall become a matter of public record, and shall be considered final. Protesting parties shall be so notified in writing by MTD. In all cases, such final decision by the Board shall be made prior to award of any contract related to the subject procurement.

#### PROTESTS NOT INVOLVING MTD SOLICITATION DOCUMENTS

In the case of protests involving aspects of MTD procurement other than solicitation documents, the following procedures shall be followed:

1. Firms or individuals wishing to protest MTD procurement matters other than solicitation documents must do so within ten (10) days after the date on which the MTD takes formal action at a public meeting. Such action may consist of an award of contract to a specific party or a determination to reject all bids, proposals, or offers.

2. All protests must be submitted in writing and shall clearly specify the facts surrounding the alleged grounds for protest. Protests must be addressed to the Sherrie Fisher, General Manager at 550 East Cota Street, Santa Barbara, CA 93103.

3. All protests received within the specified period shall be considered. Pursuant to the provisions of Section 1.5.5 above, the General Manager may either resolve the matter directly with the affected part(y)(ies) or forward the matter to the Board for consideration.

4. The Board shall formally consider such procurement protests within ten (10) days after the deadline for their receipt as provided above. Protesting parties shall be notified in writing of the date on which their matters shall be considered by the Board. Such parties shall be afforded an opportunity to present their cases to the Board.

5. The Board shall then make a formal decision on such protests at their public meeting. The decision of the Board, along with a formal record of the

protest, shall become a matter of public record, and shall be considered final. Protesting parties shall be so notified in writing by MTD.

6. Should the Board deny the protest, MTD shall proceed with the procurement. If the Board upholds the protest MTD shall proceed pursuant to the direction of the Board's formal decision. Protests upheld by the Board will be rectified as soon as practical.

7. If a protest upheld by the Board cannot be settled satisfactorily pursuant to the terms of its decision thereupon, all procurement activity for the specific project may be suspended by MTD. In this instance, MTD reserves the right to either terminate the procurement altogether or begin the procurement process over.

## **20. Conflict of Interest**

Contractor shall avoid all conflicts of interest or appearance of conflicts of interest in the performance of services described in this document. If Contractor receives compensation from any other organization for services related to performance of services described in this document, Contractor shall disclose to MTD in writing all such compensation received. Contractor shall inform MTD in writing of any change in these financial relationships.

## **WORKER'S COMPENSATION INSURANCE CERTIFICATION**

As required by Section 1860 of the California Labor Code (Chapter 1000, Statutes of 1965), the Contractor shall secure the payment of Workers' Compensation to its employees in accordance with the provisions of Section 3700 of the California Labor Code and shall furnish MTD with a certificate evidencing such coverage together with verification thereof as follows:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workmen's Compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract."

SIGNED: \_\_\_\_\_  
(Contractor)

DATE: \_\_\_\_\_